

MetaPack Terms of Use

These Terms of Use (“**Agreement**”) apply to any use of the MetaPack Global Platform and any related services. The Customer (as defined in the Order Form) acknowledges that use of the Services indicates the Customer’s acceptance of the terms and conditions contained in this Agreement. Should there be a conflict between the terms of this Agreement and the Order, the terms of the Order shall prevail to the extent of the inconsistency. This Agreement may change or be updated from time to time by MetaPack in its sole and reasonable discretion to, for example, reflect changes to the law or changes to our Services. It remains the Customer’s responsibility to access and check this Agreement for updates. The latest version of the Agreement will govern any future use of the Services and shall become effective immediately upon publication to the MetaPack website.

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these Terms of Use.

Affiliates means, with reference to a Party, any company or other legal entity which: (i) controls either directly or indirectly, a Party; or (ii) is controlled, directly or indirectly, by a Party; or (iii) is directly or indirectly controlled by a company or entity which directly or indirectly controls a Party. For these purposes, “control” means the right to exercise more than fifty percent (50%) of the voting or similar right of ownership; but only for so long as such control shall continue to exist.

Authorised Users means those employees, agents and independent contractors of the Customer (or any third party where specifically approved by the Customer and agreed by MetaPack) who are authorised by the Customer to use the Services.

Business Days means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Carrier means any shipping or logistics organisation, postal and parcel carrier with whom the Customer has a direct contractual relationship.

Charges means any and all charges for the Services as set out in any Order.

Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers or subcontractors involved in the provision or receipt of the Services (together, its “**Representatives**”) to the other party and that party’s Representatives in connection with this Agreement which information is either labelled as such or should reasonably be considered as confidential because of its nature and the manner of its disclosure. Confidential Information includes the existence of this Agreement and any of its provisions.

Customer is defined in the Order Form and includes, unless the context requires otherwise, any corporate entity within the Customer’s group, any corporate entity of which it is a subsidiary (its holding company) and any other subsidiaries of any such holding company (for which purpose, a “subsidiary” has the meaning attributed to it in section 1159 of the United Kingdom’s Companies Act 2006).

Customer Data means any data (including personal data) that is provided by the Customer to MetaPack as part of the Customer’s use of the MetaPack Global Platform and Services.

Customer Personal Data means Customer Data insofar as this is personal data together with any other personal data that MetaPack processes on behalf of the Customer in the course of providing the Services, to the extent regulated by Data Protection Legislation.

Customer Representative means an individual nominated by the Customer on the Effective Date who shall have the authority to contractually bind the Customer on all matters relating to this Agreement. The Customer shall use reasonable endeavours to ensure continuity of the Customer Representative.

Data Protection Legislation means any data protection legislation from time to time in force in the UK, including the General Data Protection Regulation (EU 2016/679) (GDPR), the UK Data Protection Acts of 2018 and 1998, any implementing, secondary or successor legislation to these, any other directly applicable European Union regulation relating to privacy, each as amended from time to time and all applicable laws and regulations relating to processing of personal data and privacy.

Day Rates means the day rates for Professional Services set out in the Order or as otherwise apply from time to time.

Documentation means all documents and other written material describing, explaining or assisting in the use of the MetaPack Global Platform, including user manuals relating to the MetaPack Global Platform.

Effective Date means the date specified in the Order.

Go Live means the date specified in the Order.

Good Industry Practice means the provision of a service with the exercise of the degree of prudence and foresight that would reasonably and ordinarily be expected from a provider of services, that are the materially same as those provided by MetaPack, seeking in good faith to comply with its contractual obligations, all legislation, applicable guidance and industry codes, policies and standards.

Implementation Services means the Professional Services rendered by MetaPack as set out in the SOW at Schedule 4, or more specifically in the Order (and/or any other subsequent SOW or Order).

Intellectual Property means patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, code, database right, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all existing and future rights capable of present assignment, applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Losses or Loss means any claim, suit, action, legal proceedings, judgment, settlements, sanction, fine, penalty, award, liability, loss, cost, injury, expense and/or damage of whatever kind or character, including reasonable professional fees incurred in connection therewith.

MetaPack is as defined in the Order.

MetaPack Global Platform means the services identified at Schedule 3.

Order or Order Form means any MetaPack order form related to this Agreement and delivered by MetaPack to Customer detailing the Services to be provided.

Party is as defined in the Order Form.

Professional Services means the professional services provided by MetaPack in accordance with a SOW or Order under this Agreement or otherwise in accordance with the Day Rates.

Representative see definition in Confidential Information

Service Levels means the service level agreement for the MetaPack Global Platform set out in Schedule 1.

Services means the MetaPack Global Platform, the Implementation Services, the Support Services and any other Professional Services provided in accordance with this Agreement as specified in the applicable SOWs and Orders.

Software means any computer programs which may be used or supplied by MetaPack in the course of the performance of the Services.

SOW means a statement of work setting out Services delivered under this Agreement.

Sub-processor means any natural or legal person (other than employee of MetaPack) who pursuant to a contract with MetaPack receives Customer Personal Data for processing activities to be carried out in the course of providing the Services.

Support Services means the support services set out in Schedule 5.

VAT means value added tax and any similar additional or replacement tax chargeable under applicable law for the time being.

Clause, schedule and paragraph headings shall not affect the interpretation of this agreement. If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

2. PROVISION OF THE METAPACK GLOBAL PLATFORM

Subject to the terms of this Agreement, MetaPack agrees to grant the Customer a non-exclusive, non-transferable, non-resellable right to use the MetaPack Global Platform during the Term solely for the Customer’s internal business operations. MetaPack may make changes to the MetaPack Global Platform from time to time. The Customer acknowledges that the MetaPack Global Platform is subject to continuous deployment and the Customer may not be notified when individual deployments are made. These changes may include updates, new releases and changes to the user interface. Once incorporated, these changes form part of the MetaPack Global Platform. Where directed by MetaPack, the Customer agrees to work with MetaPack to migrate in a timely fashion to a newer version of the MetaPack Global Platform and/or the Software at the Customer’s own cost.

3. OTHER SERVICE RECIPIENTS

In circumstances where at the Customer’s request, MetaPack agrees to make the MetaPack Global Platform available to any other party on the terms set out in this Agreement, those third parties will be agreed by MetaPack, and the Customer agrees to indemnify MetaPack for all liability, costs, damages and losses arising from the provision of the MetaPack Global Platform to that party and will ensure that the third party complies with the terms of this Agreement. This Agreement is entered into by the Customer both on its own behalf and that of its Affiliates.

4. THE IMPLEMENTATION SERVICES AND ACCEPTANCE

MetaPack will provide the Implementation Services set out in the SOW at Schedule 4 subject to any additional assumptions or information set out in the Order. Where additional Services are requested by the Customer, MetaPack may deliver those under a separate SOW or Order under this Agreement and/or in accordance with the Day Rates. The Customer agrees to accept the MetaPack Global Platform and the Implementation Services (and any changes to them) within 30 days of Go Live or the date of any change request completion, subject to there being no material defects. In the event that the Customer does not accept the MetaPack Global Platform within 30 days but the MetaPack Global Platform is used to generate live parcel shipments (i.e. production), the Customer shall be deemed to have accepted the MetaPack Global Platform and the Implementation Services (and any change to them). The Customer agrees to use the MetaPack Global Platform within 30 days of Go Live for all live shipments of parcels made by the Customer and shall continue to use the MetaPack Global Platform for the duration of the Agreement.

5. METAPACK OBLIGATIONS

Subject to the provisions of this Agreement, MetaPack undertakes that the MetaPack Global Platform shall be: provided in accordance with the Service Levels; performed and/or delivered substantially in accordance with the Documentation and with reasonable skill and care and in accordance with Good Industry Practice provided in accordance with all applicable laws, and the Data Protection terms contained in Schedule 2; provided in accordance with the relevant specifications referred to in this Agreement (including the product descriptions in Schedule 3); and in so far as reasonably practicable, free from defects in design and viruses. MetaPack does not warrant that the MetaPack Global Platform: will operate in an uninterrupted or error free manner; or will integrate with or work with all operating systems and browsers. MetaPack is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, or any third party failure, including the internet or the Customer's failure to comply with its own obligations set out in this Agreement and any applicable SOW or Order. This Agreement shall not prevent MetaPack from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

6. CUSTOMER OBLIGATIONS

The Customer warrants that it has not relied on any representation made by MetaPack which has not been stated expressly in this Agreement. During the Term, the Customer shall: provide MetaPack with all necessary co-operation, directions, access and information as are required to perform the Services including but not limited to obtaining information, consent, testing and approvals from Carriers, and facilitating upgrades to the MetaPack Global Platform and Services; providing Customer Data and providing security access information and configuration services; comply with all applicable laws and regulations with respect to its activities under this Agreement; maintain the confidentiality of all credentials allocated to the Customer and its Authorised Users and ensure that each Authorised User maintains their own unique set of credentials which shall not be shared and not disclosed to any third party; provide its own internal facilities, hardware, equipment, services and connectivity necessary for utilising the MetaPack Global Platform and is responsible for the failure of the same; liaise where necessary with any Carriers and obtain any information reasonably required by MetaPack to deliver its obligations under this Agreement; carry out all Customer responsibilities set out in this Agreement and any SOW or Order in a timely and efficient manner.

In the event of any delays in the Customer's provision of such assistance or in the event any of the identified assumptions made by MetaPack in any SOW or Order are incorrect, MetaPack may adjust any agreed timetable or delivery schedule as reasonably necessary.

The Customer shall: ensure that the Authorised Users uses the MetaPack Global Platform, the Services and the Documentation in accordance with this Agreement and shall be responsible for any Authorised User's breach of this Agreement; obtain and maintain all contracts, licences, consents, and permissions necessary for MetaPack, its contractors and agents to perform their obligations under this Agreement; assume the risk of physical damages to any goods or parcels delivered using the MetaPack Global Platform; ensure that it undertakes testing and verification of all change requests or changes to the allocation rules that alter the MetaPack Global Platform or its configuration; and include provisions in its agreements with any third party carriers utilising the MetaPack Global Platform requiring those Carriers to undertake testing and verification of all change requests.

The Customer shall not at any time: attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software or the MetaPack Global Platform and/or Documentation (as applicable) in any form or media or by any means; attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; license, sell, rent, lease, transfer, assign, distribute, display, disclose, commercially exploit, or otherwise make the MetaPack Global Platform and/or Documentation available to any third party except the Authorised Users, attempt to obtain, or assist third parties in obtaining, access to the MetaPack Global Platform and/or Documentation, other than as provided for in this Agreement; neither for its own benefit or the benefit of another.

7. LIMITATION OF LIABILITY

7.1 Nothing in this Agreement excludes or limits: either Party's liability to the other Party for any death or personal injury resulting from negligence or for any fraudulent acts or omissions or fraudulent misrepresentation by a Party or its agents, officers, directors or employees, for unpaid Charges; for any liability which cannot be otherwise excluded or limited by law.

7.2 The Parties expressly understand and agree that neither Party shall be liable to the other Party for any indirect, incidental, special, consequential, or exemplary damages or any loss of profits, loss of business, corruption of data, pure economic loss, loss of: contract, sales, revenue, goodwill, reputation, use, failed deliveries, parcels lost in transit, return cost of shipping failed deliveries, loss of data or other intangible losses (even if the other Party has been advised of the possibility of such damages).

7.3 Subject to clause 7.1 and clause 7.2, each Party's liability in contract, tort (including negligence), misrepresentation or otherwise arising out of or in connection with this Agreement is limited to an amount equal to the previous 3 months Charges paid (or if 3 months has not elapsed, payable) for the period immediately prior to the breach of this Agreement in respect of which such liability first arose. Each Party shall use reasonable endeavours to mitigate any Loss arising out of or in connection with a breach of this Agreement by the other Party, including any Losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to any indemnities in this Agreement.

8. INSURANCE

The Parties shall each maintain in force insurance policies with reputable insurance companies, without any unusual or excessive excess or other terms, to cover their relevant potential liabilities in connection with this Agreement (including, without limitation, public liability, professional indemnity and employer's liability insurance) during the term of this Agreement. It is the Customer's responsibility to ensure that all goods shipped using the MetaPack Global Platform are adequately insured.

9. INTELLECTUAL PROPERTY RIGHTS

MetaPack shall own and retain all rights, title and interest in its own Intellectual Property including all Intellectual Property in the Software and the MetaPack Global Platform and any changes or improvements to the MetaPack Global Platform (regardless of whether the Customer proposed or paid for such changes or improvements). The Customer acquires only the right to use the Software and the MetaPack Global Platform and does not acquire any ownership rights in the Software or any other rights in any Intellectual Property associated with the MetaPack Global Platform.

MetaPack confirms that all of the Intellectual Property subsisting or capable of subsisting in the Software and the MetaPack Global Platform (and all modifications made thereto) and any other Intellectual Property provided to the Customer as part of the MetaPack Global Platform belongs to MetaPack. The Customer shall own and retain all rights, title and interest in the Customer's Intellectual Property. Except where otherwise specified in this Agreement, MetaPack shall only use the Customer's Intellectual Property for the purposes of providing the MetaPack Global Platform and shall not use the Customer's Intellectual Property for any other purposes without the prior written consent of the Customer. Nothing in this Agreement affects either Party's rights in pre-existing Intellectual Property (including pre-existing Intellectual Property of either Party contained in or relating to Confidential Information).

10. CUSTOMER DATA

The Parties agree that:

- (a) The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- (b) The Customer is the data controller and MetaPack is the data processor when performing its obligations under this Agreement (data controller and data processor shall have the meanings defined in the Data Protection Legislation).
- (c) Carriers are data processors of the Customer and are not Sub-processors of MetaPack. MetaPack shall transfer Customer Data to Carriers only on the

instructions of the Customer.

- (d) Both Parties shall comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to and does not relieve, remove or replace a Party's obligations under the Data Protection Legislation.
- (e) Schedule 2 sets out the data protection agreements between the Parties, their respective obligations and the information required under the Data Protection Legislation.

11. CHARGES AND PAYMENT

The Customer agrees to pay the Charges set out in the Order subject to this clause 11 and Appendix B of the Order. The Charges shall apply from the Effective Date unless otherwise specified. Each 12 months commencing one year from the Effective Date, the Charges due under the Agreement will be adjusted by the percentage increase in RPI+1% as published by the Office of National Statistics for the 12 months prior to the date of the proposed increase. The Customer shall on the Effective Date provide to MetaPack valid, up-to-date and complete direct debit details or approved purchase order information acceptable to MetaPack and any other relevant valid, up-to-date and complete contact and billing details. If MetaPack has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of MetaPack: MetaPack may, without liability to the Customer, disable the Customer's passwords, accounts and access to all or part of the MetaPack Global Platform and Services and MetaPack shall be under no obligation to provide any or all of the MetaPack Global Platform or Services while the invoice(s) concerned remain unpaid; and interest shall accrue on a daily basis on such due amounts at an annual rate equal to 8% over the then current base lending rate of LIBOR from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment. Except as otherwise stated, all amounts and fees stated or referred to in this Agreement: shall be payable in the currency specified in the relevant Order; are, subject to any limitation of liability, non-cancellable and non-refundable; are exclusive of VAT, which shall be added to MetaPack's invoice(s) at the appropriate rate. The Charges exclude VAT and the Customer will pay all applicable taxes, except for taxes levied on MetaPack's net income.

12. CHANGE CONTROL PROCEDURE

The Customer may, by utilising the form set out at Appendix A of Schedule 4, request changes to the scope of the MetaPack Global Platform. No change shall come into effect until the form set out at Appendix A of Schedule 4 has been signed by both Parties (or completed on MetaPack's online portal). If the Customer requests a change to the scope, the Customer shall notify MetaPack, and, not more than thirty (30) business days (or other mutually agreed upon period) after receiving the request, MetaPack shall notify the Customer as to whether or not the change has an associated cost impact. If the Customer wishes to proceed, the Customer shall issue a completed change request form, which will be executed or approved by MetaPack. Any Customer changes to the MetaPack Global Platform (for example, a configuration change which alters the allocation rules) shall be at the Customer's own risk. MetaPack may charge for the time spent on preparing and negotiating changes requested by the Customer on a time and materials basis at MetaPack's Day Rates, as published from time to time.

13. TERM AND TERMINATION

The Agreement will be effective for an initial term of three (3) years from the Effective Date ("**Term**"). Thereafter, if not terminated in accordance with clause 13, the Agreement shall be automatically renewed for successive periods of 12 months ("**Renewal Periods**"). Either Party may, not less than three (3) months before the end of the Term or any Renewal Period, terminate for convenience on written notice. In the event that either Party alleges a material breach of the Agreement, that Party shall afford the other Party a reasonable opportunity to remedy the alleged material breach before exercising any termination right and in any event, either Party may not give less than one (1) month's written notice for termination for material breach of the Agreement. On termination or expiry, the Customer will cease to use the MetaPack Global Platform and hand over to an authorised Representative of MetaPack the user names, passwords and any Documentation. The Customer acknowledges that MetaPack will block the Customer's access to the MetaPack Global Platform on the date of termination or expiry. Any Charges outstanding or due up to the termination date remain payable in accordance with the Order.

14. FORCE MAJEURE

MetaPack shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of MetaPack or any other party), failure of a utility service or transport or telecommunications network or the internet, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified within a reasonable period of time of such an event and its expected duration.

15. CONFIDENTIALITY

Each Party shall keep the other Party's Confidential Information confidential and shall not: use, disclose or distribute such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement ("**Permitted Purpose**"); or disclose any Confidential Information in whole or in part to any third party, except as expressly permitted under this Agreement. This clause shall not apply to any Confidential Information that: is or becomes available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause); was available to the receiving party on a non-confidential basis before disclosure by the disclosing party; was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or is developed by or for the receiving party independently of the information disclosed by the disclosing party. A Party may disclose the other Party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that: it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause. A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure. A Party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure. Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party, or to be implied from this Agreement. Each Party shall not without the prior written consent of the other Party disclose the existence of any terms of this Agreement including the charges associated with the Agreement. The provisions of this clause shall continue to apply after termination of this Agreement.

16. DISPUTE RESOLUTION

The Customer and MetaPack (collectively the "**Disputing Parties**") will attempt to promptly resolve any dispute or controversy arising out of or relating to the formation, performance or termination of this Agreement or any applicable SOW or Order. If the Disputing Parties are unable to reach a settlement amicably, such dispute shall be settled as provided for in this clause. If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("**Dispute**") then the Disputing Parties shall follow the procedure set out in this clause: either of the Disputing Parties shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. If MetaPack's nominated account manager and Customer's nominated representative are unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the senior director, account management of MetaPack and the executive sponsor of the Customer (together, the Senior Management), who together shall attempt in good faith to resolve the Dispute; and only if the Dispute cannot be resolved by Senior Management within a further period of 30 days may the Parties seek any other remedies available to them.

17. MARKETING

The Customer agrees to permit MetaPack, on reasonable notice, to conduct up to three (3) reference visits in each contract year. The Customer may refuse to allow the visit should the visiting company be considered to be a direct competitor of the Customer. The Customer agrees to the reproduction of one or more Customer logos on MetaPack's website and any other location as required. The Customer agrees, subject always to its approval, to: work with MetaPack to produce a case study regarding the success of the use of the MetaPack Global Platform within six (6) months of Go Live and such other times as may be agreed; work with MetaPack to produce a joint press release to be issued within one (1) month of the execution of this Agreement; and provide to MetaPack such evidence as may reasonably be available to the Customer to demonstrate the business benefits of MetaPack Global Platform on the Customer's operations, such evidence to be used in case studies. Evidence may include Google Analytics data and other web traffic data before and after Go Live.

18. GENERAL

Notices. Any notice required to be given under this agreement shall be in writing and shall be delivered by email to legal@metapack.com or such other email address as shall be specified in the Order. Any notice required to be given to the Customer shall be in writing and shall be delivered by email to the Customer email address specified in the Order. If no valid email address is specified, notice may be sent by post to the Customer's registered office. A notice sent by email shall be deemed to

have been received at 9am on the next Business Day after transmission. A notice sent by post shall be deemed to have been received at 9am on the Business Day it would have been delivered in the normal course of post.

Waiver. Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under any Agreement.

Severance. If any term (or part of a term) of this Agreement is found to be invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any term or part of a term is deemed deleted, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision

Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each Party acknowledges that: in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement; and it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

Execution and Counterparts. This Agreement shall be executed by the Parties by signature of an Order. The Agreement may be executed in counterparts, including PDF and/or electronic copies, which taken together shall constitute one instrument.

No partnership or agency. Nothing in this Agreement creates any agency, partnership or joint venture between the Parties.

Employees. MetaPack shall, subject to any express restrictions imposed under this Agreement, have complete control of the MetaPack Global Platform and the Services and shall efficiently and competently direct and supervise its employees, agents and subcontractors who are carrying out the Services.

Change of control. Neither Party may terminate the Agreement in the event the other Party experiences a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction).

Survival. Those provisions that by their nature should survive termination of an Agreement, shall survive termination.

Third party rights. With the exception of the rights of MetaPack's Affiliates, no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 applicable in the UK by a Party who is not a Party to this Agreement.

Assignment. The Customer will not transfer, grant a security interest in or otherwise assign any of its rights or obligations under this Agreement, in whole or in part, without obtaining the prior written consent of the MetaPack. MetaPack may transfer, grant a security interest in or otherwise assign any of its rights or obligations under this Agreement, in whole or in part, without obtaining the prior written consent of the Customer.

Governing law and jurisdiction. This Agreement and any disputes or claims arising out of it or in connection with it shall be governed and construed in accordance with the laws of England and Wales and each Party irrevocably accepts the exclusive jurisdiction of the Courts of England and Wales unless specified otherwise in the Order.

By using the MetaPack Global Platform, and accepting receipt of the Services, the Customer accepts MetaPack's offer to enter into a binding contract on the terms set out in the Agreement. The Customer represents: (a) that it has full power and authority to enter into the Agreement; and (b) the Agreement is a valid and binding obligation of Customer, enforceable in accordance with its terms.



SCHEDULE 1 – SERVICE LEVEL AGREEMENT

1. METAPACK MANAGER AVAILABILITY

1.1 MetaPack will use commercially reasonable efforts to make MetaPack Manager available with an Availability of at least 99.4%.

Definitions

1.2 The following definitions shall apply for the purposes of this Schedule 1:

A or **Availability** means the % availability of MetaPack Manager over the Measurement Period, calculated as follows:

$$A (\%) = ((SH - PD - D) / (SH - PD)) * 100$$

D means Downtime during the Measurement Period.

Downtime means any period of time where the entire MetaPack Manager is unavailable as confirmed by MetaPack's monitoring that is not Permitted Downtime.

Measurement Period means a given calendar month (00:00 on first day to 23:59 last day).

PD means Permitted Downtime during the Measurement Period.

Permitted Downtime means scheduled maintenance periods where the entirety of MetaPack Manager is not available or emergency downtime that is scheduled on an urgent basis.

SH means Service Hours (24x7) during the Measurement Period.

Permitted Downtime means MetaPack is allowed Permitted Downtime. MetaPack will work in collaboration with the Customer to agree appropriate system maintenance windows determined always by MetaPack. Although MetaPack is typically able to provide a zero hours' downtime maintenance window, MetaPack reserves the right at its discretion to schedule a 1 to 3 hour downtime maintenance window when MetaPack Manager will not be available. Notice of Permitted Downtime will be given in writing to the Customer. The notice period for Permitted Downtime is five (5) business days (except where emergency downtime needs to be scheduled in which case no notice will be required).

2. AVAILABILITY EXCLUSION

2.1 The Availability set out at clause 1.1 of this Schedule 1 does not apply to any unavailability, suspension or termination of MetaPack Manager, or any other MetaPack Manager performance issues:

- a) resulting from a suspension as described in the Agreement;
- b) caused by factors outside of MetaPack's reasonable control, including any force majeure event, internet access, or problems beyond the demarcation point of the MetaPack Manager;
- c) resulting from any actions or inactions of the Customer or any Carrier or third party;
- d) resulting from the equipment, software or other technology of the Customer or any Carrier or third party (other than third party equipment within MetaPack's direct control);
- e) resulting from failures of the MetaPack Manager not attributable to Downtime except where it is stated; or
- f) resulting from any Permitted Downtime.

SCHEDULE 2 – DATA PROTECTION

DEFINITIONS

"data controller", "data processor", "data subject", "personal data", "processing" and "appropriate technical and organisational measures" shall be interpreted in accordance with applicable Data Protection Legislation;

Customer Data, Customer Personal Data and Sub-processor are as defined in the Agreement;

Security Breach means any accidental, unauthorised or unlawful destruction, loss, alteration, disclosure, or access to Customer Personal Data

Sensitive Personal Data means the categories of personal data defined in Article 9 GDPR, and data relating to criminal convictions and offences,

Children's Data means personal data relating to an individual under 18 years;

1. Lawful basis for processing

- 1.1. The Customer will ensure that it and any other data controllers of the Customer Personal Data:
 - 1.1.1. have complied and will continue to comply with their obligations under the Data Protection Legislation, including ensuring that it is fair and lawful for MetaPack, its staff and sub-contractors to process the Customer Data;
 - 1.1.2. have all necessary and appropriate consents and notices in place so that MetaPack may lawfully receive, transfer, use and process the Customer Data for the duration and purposes of this Agreement;
- 1.2. The Customer warrants that it and any other data controllers of the Customer Personal Data shall not knowingly transmit Children's Data or Sensitive Personal Data to MetaPack or via the MetaPack Global Platform.
- 1.3. The Customer shall defend, indemnify and hold harmless MetaPack against all claims, fines (including regulatory fines), actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's breach of its obligations under this Schedule 2.
- 1.4. MetaPack shall, in providing the Services, comply with its Data Protection and Information Security Policies relating to the privacy and security of the Customer Personal Data, as such documents may be amended from time to time by MetaPack in its sole discretion.

2. Processing on Customer's Instructions

- 2.1. When processing Customer Personal Data in connection with the performance of MetaPack's obligations under this Agreement, MetaPack will act only in accordance with the lawful and documented instructions of the Customer as set out in this Agreement or as provided in writing by the Customer from time to time (subject to MetaPack's right to charge additional sums at its then-current rates should the scope of the agreed Services be exceeded), unless MetaPack is required by law to process the Customer Personal Data. Where MetaPack is relying on applicable law as the basis for processing Customer Personal Data, MetaPack shall notify the Customer before performing the processing required by law unless such laws prohibit MetaPack from notifying the Customer.
- 2.2. The Customer hereby instructs MetaPack to process the Customer Personal Data:
 - 2.2.1. for the provision of the Services and the MetaPack Global Platform (and for each of these purposes MetaPack may share such Customer Personal Data with such Carriers as are stipulated by the Customer from time to time and with MetaPack's Sub-processors as necessary to provide the Services);
 - 2.2.2. for the purpose of fulfilling its obligations and exercising its rights under this Agreement;
 - 2.2.3. as may be required by law, court order or any governmental or regulatory authority; and
 - 2.2.4. until the date that MetaPack ceases to provide the Services to the Customer.
- 2.3. The Customer acknowledges that MetaPack processes the Customer Data on the Customer's instructions. Consequently, MetaPack shall not be liable for any claim brought by a data subject arising from any action or omission by MetaPack, to the extent that such action or omission resulted directly from the Customer's instructions.
- 2.4. The Customer acknowledges that the MetaPack Global Platform supports secure transmission of data. To the extent that the Customer chooses to transfer data to or from MetaPack by an insecure method or instructs MetaPack to transmit data to or receive data from Carriers who do not support secure transmission of data, the Customer accepts the risks related to such transmission. MetaPack will work with the Customer and relevant Carriers to facilitate migration of data transfer to secure methods upon request.
- 2.5. Annex 1 sets out the nature and purpose of the processing, the types of Customer Personal Data MetaPack processes and the categories of data subjects whose personal data are processed.
- 2.6. MetaPack shall notify the Customer if it considers that an instruction from the Customer is in breach of Data Protection Legislation, and MetaPack shall be entitled but not obliged to suspend execution of the instructions concerned, until the Customer confirms such instructions in writing

3. MetaPack obligations

- 3.1. In relation to any Customer Personal Data processed in connection with the performance of its obligations under this Agreement, MetaPack shall:
 - 3.1.1. Implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access to Customer Personal Data;
 - 3.1.2. At the Customer's written request, assist the Customer in responding to any request from a data subject necessary for compliance with its obligations under the Data Protection Legislation;
 - 3.1.3. Notify the Customer without undue delay upon becoming aware of any Security Breach involving Customer Personal Data;
 - 3.1.4. At the Customer's written request, taking into account the nature of processing and the information available to MetaPack, assist the Customer with its obligations under Articles 32 to 36 of the GDPR and the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 3.1.5. At the Customer's written request, taking into account the nature of processing and the information available to MetaPack, assist the Customer by making available to the Customer all information which the Customer reasonably requests to allow the Customer to demonstrate that the obligations set out in Article 28 of the GDPR relating to the appointment of processors have been met;
 - 3.1.6. Maintain complete and accurate records of all processing operations under its responsibility. Such records shall contain the information required by the Data Protection Legislation. MetaPack shall make such information available to the Customer and/or any competent supervisory authority on written request;
 - 3.1.7. On the Customer's written request, allow the Customer and its respective auditors or authorised agents to conduct audits or inspections of MetaPack within business hours during the term of the Agreement, on ten (10) Business Days' prior written notice from the Customer. The purposes of any audit pursuant to this paragraph is to verify that MetaPack is processing Customer Personal Data in accordance with its obligations under this Agreement. The Customer undertakes to treat the results of such audits and inspections as Confidential Information and to ensure that its agents do likewise;
 - 3.1.8. At the Customer's written request, delete or return to the Customer any Customer Personal Data after the end of the provision of the Services, unless applicable law requires longer storage of the Customer Personal Data;
 - 3.1.9. Ensure that all MetaPack personnel who have access to or process the Customer Personal Data are subject to a binding duty of confidentiality and have received appropriate training on the Data Protection Legislation.
- 3.2. MetaPack will not generally charge for responding to the Customer's written requests (as set out above in this paragraph), but reserves the right, at its sole discretion, to charge reasonable fees based on the administrative costs of providing such assistance, if provision of such assistance requires excessive resources or occurs at an excessive frequency.

4. Sub-processors and data transfers

- 4.1. The Customer agrees that MetaPack may transfer the Customer Personal Data or give access to Customer Personal Data to third party suppliers as Sub-processors for the purpose of providing the Services, provided that MetaPack complies with the provisions of this paragraph 4.
- 4.2. MetaPack shall ensure that it enters into written agreements with its Sub-processors which incorporate terms which are materially equivalent to those in paragraph 3 and as are required by applicable Data Protection Legislation.
- 4.3. MetaPack shall remain responsible for its Sub-processor's compliance with the obligations of this Schedule.

- 4.4. A list of Sub-Processors approved as at the date of this Agreement and updated from time to time is available at <http://www.metapack.com/terms-of-use/>
- 4.5. MetaPack can at any time appoint a new Sub-processor provided that the Customer is given ten (10) Business Days' prior notice and the Customer does not legitimately object to such changes within that timeframe. Legitimate objections must contain reasonable and documented grounds relating to a Sub-processor's non-compliance with applicable Data Protection Legislation. If, in MetaPack's reasonable opinion, such objections are legitimate, MetaPack shall refrain from using such Sub-processor to process Customer Personal Data. In such cases, MetaPack may use commercially reasonable efforts to make available to the Customer a change in the Services to avoid the processing of Customer Personal Data by the objected-to Sub-processor.
- 4.6. The Customer hereby agrees that MetaPack may transfer the Customer Personal Data outside the EEA or to Sub-processors outside the EEA where MetaPack participates in a cross-border transfer mechanism which is valid under the Data Protection Legislation and after providing the Customer with sufficient notice (as set out in this paragraph 4). Valid cross-border transfer mechanisms include:
- 4.6.1. transfers to a country which is subject to an adequacy decision of the European Commission;
 - 4.6.2. transfers permitted under the EU-US Privacy Shield;
 - 4.6.3. transfers permitted under an approved code of conduct pursuant to Article 40 GDPR or an approved certification mechanism pursuant to Article 42 GDPR, in each case together with binding and enforceable commitments of the Sub-processor to apply the appropriate safeguards, including as regards data subject's rights;
 - 4.6.4. transfers permitted through execution of the Standard Contractual Clauses (controller to processor transfers). The Customer hereby authorises MetaPack to enter into the Standard Contractual Clauses (as set out at <https://eur-lex.europa.eu/eli/dec/2010/87/oj>) with the Sub-processor in the Customer's name and on its behalf. MetaPack shall be the "data exporter" on behalf of the Customer and the Sub-processor shall be "data importer". MetaPack will make the executed Standard Contractual Clauses available to the Customer on request.
- 5. Miscellaneous**
- 5.1. In the event of any conflict or inconsistency between the provisions of the Agreement and this Schedule, the provisions of these terms shall prevail. Save as specifically modified and amended in these terms, all of the terms, provisions and requirements contained in the Agreement shall remain in full force and effect and govern these terms.
- 5.2. MetaPack will provide Analytics Data to the Customer as required to provide the Services, including the provision of tracking information, profiling and analytics relating to Customer shipments, and such other activities as agreed between the parties. MetaPack shall be entitled to retain and process Analytics Data for internal business purposes, anonymous profiling, benchmarking, trend evaluation, industry wide analytics, analysis of potential fraudulent customer activity and for developing and commercially exploiting products and services offered to third parties that incorporate Analytics Data including those made available on the MetaPack Global Platform. In all such cases Analytics Data will only be shared with third parties in a form that does not enable the third party to identify data subjects. The Customer hereby authorises and irrevocably licenses MetaPack to use Analytics Data for the purposes specified above, subject always to Analytics Data being supplied to third parties on an anonymised and aggregated basis. For the purpose of this clause "Analytics Data" means any shipment-related data that is not Customer Personal Data including but not limited to data relating to the carriage, storage, delivery, routing and product type of shipped items.

Annex 1 to Schedule 2: Data Protection

Processing Activities	<p>This summary sets out details of the processing of Customer Personal Data under the Agreement.</p> <p>Subject matter and duration of the processing The Customer Personal Data shall be provided to MetaPack by the Customer and processed in accordance with the Customer's instructions in order to allow MetaPack to provide the Services. The processing shall take place for the duration of the Agreement, unless otherwise directed by the Customer. MetaPack shall retain end-user Customer Data for 90 days from the date the Services are completed in respect of such data, except where otherwise agreed with the Customer.</p> <p>Nature and purpose of the processing MetaPack will process personal data of the Customer's staff in order to:</p> <ul style="list-style-type: none"> • provide access to MetaPack Services, such as accounts on the MetaPack Customer portal, and access to the MetaPack support team. • provide relevant information to the Customer in connection with the Agreement. • manage the commercial relationship with the Customer in line with the provisions of the Agreement. <p>MetaPack will process personal data of the Customer's end users in order to:</p> <ul style="list-style-type: none"> • fulfil the terms of the Agreement with the Customer by providing the Services. • facilitate, on the Customer's instructions, the transmission of such data to Carriers with whom the Customer has a contractual relationship, in order to fulfil the Customer's contractual obligations to its end users. • facilitate the transmission of tracking and delivery data from such Carriers back to the Customer. <p>Categories of Data Subjects The Customer Personal Data processed relates to the following categories of Data Subjects: Customer's end users (i.e. members of the public who place an order with the Customer) Customer's staff (including employees, workers and contractors)</p> <p>Types of Personal Data The Customer Personal Data is provided to MetaPack by the Customer, and depending on the Services selected, elements of it relating to deliveries may be provided by the Customer's Carriers.</p> <p>There may be variations in the data provided to MetaPack by a specific Customer, but typically the following categories of data are processed:</p> <p>Customer Staff Personal Data</p> <ul style="list-style-type: none"> • Names • (Business) email addresses • (Business) telephone numbers • Usernames and passwords • Job Titles • Other data as set out in the MetaPack website privacy policy, which is available on http://www.metapack.com/privacy-centre/ <p>Customer's End-User Personal Data</p> <ul style="list-style-type: none"> • Names • Delivery Addresses • Telephone Numbers • Email Addresses <p>And optionally, dependent on the configuration chosen by the Customer:</p> <ul style="list-style-type: none"> • Dates of birth (e.g. for Carrier verification of age-restricted products) • Job titles • Other personal data as provided to MetaPack by the Customer The Customer acknowledges that it has control over the content of the Customer Data which it shares with MetaPack. The Customer shall not knowingly provide Special Categories of data, nor Children's Data. • Tracking and delivery data as received from Carriers with whom the Customer has a contractual relationship. The Customer acknowledges that as this data is provided by the Carrier, the Carrier has sole control of the content, timeliness and accuracy of such data.
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SCHEDULE 3 – PRODUCT DESCRIPTIONS

The product descriptions contained in this schedule shall apply to the extent specified in the Order.

MetaPack Manager Product Description

Background

MetaPack Manager (MPM) is an end-to-end delivery and fulfilment platform. It allows users to manage complex and changing needs through a single point of integration.

It allows the allocation and management of parcels across multiple carriers, and the provision of relevant documentation and data such as labels, tracking data, routing information, in a timely manner.

Scope

MPM provides the integration between shipping or logistics organisations and postal and parcel carriers and their specific services. MPM interprets requests from MPM service users and will select a carrier service to ship a parcel, from a list of contracted services that the users of the MPM service have defined. MPM will produce all physical and electronic documentation to the carriers in order for the parcel to be shipped to a Customer's end customer.

MPM will collect the transmitted data from the carriers and make this data available to the users of the MPM Service.

MPM supports REST, SOAP, SFTP and manual user entry of data to those standards. MPM incorporates security to help ensure that transmitted data is only available to Authorised Users. Access to MPM is via username and passwords, the generation and maintenance of which are within the user's control. MPM, with the exception of scheduled maintenance periods, is normally available to users 24 hours per day, 7 days per week – inclusive of public holidays.

Deliverables

MetaPack will provide the following as part of the deliverables for MPM:

- The ability to send and receive data between authorised business partners, nationally and internationally.
- The ability to send data at a user's convenience and for recipients to collect the data at their convenience.
- The listing of all commercially agreed carrier contracts.
- Password controlled access.
- The ability to change passwords.
- The ability to create consignments.
- The ability to allocate a carrier service to a consignment aligning to the shippers global business and operating models
- Integrity checking of the carrier service to the consignment data.
- The provision of parcel and product level data.
- The ability to request consignment label(s) and shipping documentation.
- The ability to create logic to define the shipment method on a per consignment basis.
- Error and warning information.
- Access to Client Support.
- Form designer to create shipper labels and artefacts
- A MetaPack logo will be incorporated on the face of the Customer's carrier labels at a height of no greater than 10MPM.
- Optionally, business extensions that may contain custom logic or bespoke integration to the shippers systems

The components of MPM are as follows:

Component	Description
MPM BlackBox	<ul style="list-style-type: none"> • Management Studio administration tool • Multiple client integration • Multiple senders • User administration • Multilingual support • Role based functionality restrictions • Carrier set up and administration • Use of production data for shipping • Manifesting • Generation of Carrier shipping data • Shipping Business Process control • Applicator control (not available for ASP versions) • Conveyor control (not available for ASP versions) • Integration in order support Drop-off Points – (optional) • Messaging including internal alert messaging and customer communication (optional)
Smart Client	<ul style="list-style-type: none"> • Configurable workstation thin client • Support logistics process • Manual, semi- and fully-automated shipment preparation • Hardware support (printers, scanners, scales)
Track and Trace	<ul style="list-style-type: none"> • Carrier independent Track & Trace platform, based on unified statuses • Direct Access Interface via XML-Web Service • HTML Front-End • Reporting (KPI, Carrier Performance, Life Cycle)
Shipping Method Repository	<ul style="list-style-type: none"> • Configure Allocation options capability via Management Studio • Auto-Allocation capability • Configuration of allocation Option rules (when Options product purchased) • SMR Auto-Allocation through MPM PrintParcel API • PriceModule integration • Service Point integration • Business Unit configuration in SMR and other MPM APIs • On premise installation as being part of MPM platform • Transactions counting engine



Guard Service (optional)	Guard Service automates the processes of data- import and export. This Windows Service interacts between your ERP- or PPS-System, XLogics Shipping Center and the different logistics providers for the file transfers. Data processes can be automated by a configured "time machine". <ul style="list-style-type: none"> • Import and export of any data • EDI data transfer • Monitoring of processes
Form Designer	<ul style="list-style-type: none"> • UI based user friendly label and form designer • Add logos and remarks to standard shipping labels • Design your own forms with invoice-, return slip- or delivery note-information • Processing of ERP data and print of A5, A4, A3 formats
xMail Notifier (optional)	Automated sending of predefined emails to shipment receivers Emails can be triggered at various points through the shipping process Templates can be crafted to match the type of dispatch
Hardware Drivers (optional)	MetaPack have a number of drivers available to drive printers, scales and conveyor belts. These drivers should be consider as part of a separate proposal

The following is not included as part of the deliverables of MPM:

- The ability to return a parcel using a web portal. This is separate functionality from a different MetaPack product
- Tracking APIs; the system only supports Track and Trace feed files.
- The ability to send SMS to users. This may be delivered as a business extension
- The ability to support several brands under a single retailer's interface.
- Access to in-built reporting about the data gathered by the system. This is separate functionality from a different MetaPack product.

Test Environments

MetaPack offers the following test environments to the Customer for MetaPack Manager:

Test Environment	Type of Environment	Availability	Maximum API response per second
Basic	Production	2 weeks	Production response
	Non-Production	From the start of implementation	1
Standard	Production	2 weeks	Production response
	Non-Production	From the start of implementation	5
Premium	Production	2 weeks	Production response
	Non-Production	From the start of implementation	10

The Parties will be nominate in the Order or in the relevant Statement of Work:

- The Test Environment (Basic, Standard or Premium) to be deployed.
- The Charges associated with that Test Environment.
- In the event that a Test Environment is not used for 3 months, MetaPack may terminate the Test Environment in its sole and reasonable discretion.

Deployment Options

SaaS

In a SaaS model MetaPack can provide multi-tenanted or standalone versions and this comes with the standard benefits of SaaS deployments. MetaPack can provide hardware integration to labelling systems and Scales

On Premise

The on-premise deployment also provides direct printing from server.

Assumptions

- Warehouses have access to the open internet
- Connectivity between the client and MetaPack will be through the agreed connectivity method (API or File Import).
- The client will be responsible for backend connections to MetaPack systems.
- MetaPack will continue to invest in the development and upgrade of MPM and may at our discretion, choose to provide additional functionality or performance improvements in line with our own SaaS release methodology.

Dependencies

The mode of access to MPM is by web services transmitted across the open internet and the number of connections opened will be dictated by the amount and frequency of data being transmitted and received from the user's physical location. Without access to the open internet, users will not be able to access the system.

All web based traffic will take a similar path to MetaPack servers whether it comes from an API request or browser. The typical flow is:

1. DNS lookup of the metapack.com address to find the IP
2. Socket connection to the IP address on port 443
3. TLS negotiation
4. HTTPS request sent over the connection to the server
5. Response received from server

MetaPack is dependent on the timely provision of data from carriers for some of our own tracking and reporting tools. Where a carrier is unable to provide data, then MetaPack cannot report on the tracking of a parcel and will be relieved from any obligation to do so.



MetaPack Options Product Description

Background

MetaPack Options (MO) is an e-commerce proposition that enables ecommerce customers to view and consume a range of delivery options and promises that are convenient to them. It provides the customer with the ability to consume a range of the many carrier and PUDO services available worldwide via MetaPack as well as retailers own Click and Collect services.

Scope

MetaPack options enable e-commerce propositions by exposing the allocation and delivery selection process via an API and to customer buying goods from the e-commerce site and allowing them to select the most convenient delivery method available that meets their needs. The complex allocation rules and business operation process are configured within the MetaPack system and exposed to the web front end that is offering the service. The options service provides the capability to consider click and collect in store not only using existing carriers but also the retailers own fleet if available. The options service can be configured to offer global shipping, PUDO and click and collect options.

Deliverables

MetaPack will provide the following as part of the deliverables for MO:

- The ability return multiple shipping, PUDO and Click and Collect options via a standard JSON RESTful API response to an e-Commerce digital front end
- A unique secure key that is included in the call to retrieve customer configuration
- The ability to present PUDO and Click and collect options back the web front end
- The geocoding of stores and collection points as part of the options system
- Options Rules configuration using the MetaPack Manager Shipping Method Repository

The components of MO are as follows:

Component	Description
MPM BlackBox	<ul style="list-style-type: none"> • Management Studio administration tool • Multiple client integration • Multiple senders • User administration • Multilingual support • Role based functionality restrictions • Carrier set up and administration • Shipping Business Process control
MO API	A RESTful API to present available delivery options to the retail WFE
Shipping Method Repository	<ul style="list-style-type: none"> • Configure options capability via Management Studio • Configuration of allocation Option rules • Business Unit configuration in SMR and other MPM APIs
Location Services	Location services creates , gets and manages the locations information associated to the delivery options that are available
Options Data Store	MySQL database used to store retailer specific configurations. Locations db (Postgres) Postgres database used to store locations for different location providers, Geo coding for countries and further Retailer-location provider configuration

The following is not included as part of the deliverables of MO:

- Tracking APIs; the system only supports MetaTrack feed files.
- Access to in-built reporting about the data gathered by the system. This is separate functionality from a different system.

Test Environments

MetaPack offers the following test environments to the Customer for MetaPack Options:

Test Environment	Type of Environment	Availability	Maximum API response per second
Basic	Production	2 weeks	Production response
	Non-Production	From the start of implementation	1
Standard	Production	2 weeks	Production response
	Non-Production	From the start of implementation	5
Premium	Production	2 weeks	Production response
	Non-Production	From the start of implementation	10

The Parties will be nominate in the Order or in the relevant Statement of Work:

- The Test Environment (Basic, Standard or Premium) to be deployed.
- The Charges associated with that Test Environment.
- In the event that a Test Environment is not used for 3 months, MetaPack may terminate the Test Environment in its sole and reasonable discretion.

Assumptions

The following assumptions apply:

- Customers consent to being in a multi-tenancy environment
- The client will be responsible for connections to MetaPack systems.
- MetaPack will continue to invest in the development and upgrade of MO and may at our discretion, choose to provide additional functionality or performance improvements in line with our own SaaS release methodology.



- MetaPack Options utilises UTC only. The Customer integration will account for any time zones other than UTC.

Dependencies

All web based traffic will take a similar path to MetaPack servers whether it comes from an API request or browser. The typical flow is:

1. DNS lookup of the metapack.com address to find the IP
2. Socket connection to the IP address on port 443
3. TLS negotiation
4. HTTPS request sent over the connection to the server
5. Response received from server

MetaPack is dependent on the timely provision of data from carriers PUDDO service providers and retailers.

MetaPack Track & Trace Product Description

Background

With the component named Track & Trace, MetaPack offers a highly innovative application that gathers information pertaining shipments. It registers all the events that occur to a given shipment on the way to the consignee and on the possible way back to the sender. It allows seeking particular shipments out via website and viewing their current statuses as well as the history of their whole delivery processes. The program also enables access to the track and trace functionality through web services.

Scope

The Track & Trace application integrates with carriers. Retrieving data from the track & trace systems of carriers can be triggered automatically at a suitable time. It allows receiving of updated delivery status information in your system automatically. Dependent on the tracking systems of carriers, PODs (signatures of the recipients) can also be automatically downloaded.

Track & Trace normalises this information using a standard set of Statuses, generating a common output across the carriers.

Track & Trace can also generate several reports in different formats (.pdf, .xls and .csv). The reports help the Customer manage its business, e.g. by tracking the effectiveness of particular couriers.

Deliverables

MetaPack will provide the following as part of the deliverables for the Track & Trace

1. Track&Trace configuration tool (within MM Shipping Management Studio suite) where Customer can configure many aspects of Track & Trace including administering user accounts
2. Track&Trace web interface for Customers and Customers' end consumers that offers:
 - a. A simple Track and Trace functionality without the necessity of logging in
 - b. More advanced Customer access to audit the tracking data for multiple parcels and help troubleshoot Customer's end consumer issues
3. Web service- Customer's systems can send a direct request to the Track&Trace web service. That way, based on shipment data sent in the request, a response with statuses for all indicated shipments will be returned in the response.
4. Track&Trace reports that can be generated on demand in PDF,CSV, XLS:
 - a. Proof of Delivery,
 - b. Proof of Delivery with ICR,
 - c. Delivery Time,
 - d. Transit Time,
 - e. Simple details parcel report,
 - f. Details parcels report,
 - g. Tracing Status report

Test Environments

MetaPack offers the following test environments to the Customer for MetaPack Track & Trace:

Test Environment	Type of Environment	Availability	Maximum API response per second
Basic	Production	2 weeks	Production response
	Non-Production	From the start of implementation	1
Standard	Production	2 weeks	Production response
	Non-Production	From the start of implementation	5
Premium	Production	2 weeks	Production response
	Non-Production	From the start of implementation	10

The Parties will be nominate in the Order or in the relevant Statement of Work:

- The Test Environment (Basic, Standard or Premium) to be deployed.
- The Charges associated with that Test Environment.
- In the event that a Test Environment is not used for 3 months, MetaPack may terminate the Test Environment in its sole and reasonable discretion.

Assumptions

The deliverables listed above are dependent on the carriers and specific carrier services requested by the Customer. The Customer will be advised what the available services are at the time of engagement with MetaPack, but should be aware that any new carriers and/or services requested will impact the standard implementation process.

Dependencies

Track&Trace quality depends on availability of carrier events and on proper mapping of these events into MetaPack statuses which are used for tracking and reporting purposes.

The application requires only an internet access and a web browser with enabled java scripts and cookies. The following web browsers are supported by Track&Trace:

- Internet Explorer 7 or above



- Firefox 1.5 or above
- Chrome 5 or above

Implementation Services Product Description

Introduction

The MetaPack Professional Services package is a suite of people based services that are delivered to a Customer during a defined period of time to enable the Customer to integrate to the MetaPack Global Platform and to enable MetaPack to configure the MetaPack Global Platform for use by the Customer.

Principal Facilities

- **Project Management support** – MetaPack will provide support to the Customer's project manager during the implementation phase. The role of the MetaPack project manager is to co-ordinate the MetaPack resources and to deliver the resources in a timely manner in line with the agreed MetaPack project plan. The MetaPack project manager is not dedicated to the Customer unless agreed as such in the Agreement. The MetaPack project manager will attend regular project review meetings set up by the Customer and report against key MetaPack project milestones and deliverables.
- **Integration Support for Warehouse Management System, Order Management System, Website System, Customer Relationship Management System & testing** – following the Kick off meeting MetaPack will provide the relevant API specifications and product documentation to the Customer by email. MetaPack will also provide the login credential and relevant URL and access details for the test services by email. MetaPack will then answer ad hoc queries by phone and email from the Customer with respect to their understanding of the documentation and will provide advice and guidance for the use of the APIs or other integration methods. MetaPack will continue to provide this telephone and email support until the Customer has successfully completed testing the integration to the MetaPack Global Platform. Thereafter MetaPack will set up the MetaPack Global Platform in production and provide the relevant login and access details for the production service. MetaPack will then assist the Customer during their live testing phase and assist with any further ad hoc issues until the Customer has successfully completed a live end to end test. The final step in the integration support is the "empty box test" whereby an order is placed by the Customer on themselves and that order flows through the Customer's systems, accesses the MetaPack Global Platform, generating a parcel delivery and resulting in the successful deliver of that parcel to the nominated delivery address. Parcel tracking is monitored by MetaPack during the empty box test to ensure tracking is acting in accordance with expectation. The Customer may elect to perform additional or extended end to end testing for their own purposes and MetaPack can support this as required if there is time remaining in the package of man-days. Additional support is subject to the availability and provision of additional professional services at MetaPack's Day Rates.
- **Carrier implementation & test** – this services is provided from MetaPack offices and engagement with the Customer is by telephone and email. MetaPack will enter the Customer's carrier account details into the MetaPack Global Platform, including consignment number ranges, price and cost. MetaPack will request the carrier account details from the Customer. MetaPack will also approach the Carrier directly if requested to do so by the Customer in the event that the Customer is not fully aware of their account details. After obtaining the number ranges, FTP configuration data, depot information and carrier rate card, MetaPack will configure the MetaPack Global Platform for the Customer. Once the Customer details are configured in the MetaPack Global Platform, MetaPack will complete the "label and manifest" sign off process with the carrier. This will require the Customer to print labels as instructed by MetaPack on the printers to be used in production and those labels form part of the material sent to the carrier to ensure compliance with the carrier requirements. During the carrier implementation and test, MetaPack will implement the carrier allocation rules for the Customer. In the event that MetaPack has contracted to deliver tracking data in a file feed to the Customer for incorporation into their own database or systems, then MetaPack implement a unique FTP account for the Customer and configure the MetaPack Global Platform to deliver the relevant tracking data to the Customer's FTP account. The Customer FTP account is hosted at MetaPack and the Customer may collect data from that account at their required intervals.
- **Training** – during the implementation process, MetaPack will deliver training to the Customer with respect to the MetaPack Global Platform. Training may be delivered in person or by telephone using web screen sharing over the internet as agreed between MetaPack and the Customer.
- **Go Live Support** – on the Go Live, MetaPack will provide dedicated support to the Customer by email, telephone or on-site as agreed to support with any trouble shooting matters.
- **Post Go Live implementation Support** – Under normal circumstances the implementation support would end one week after the Go Live, unless agreed otherwise by MetaPack. Reasons for extending the implementation support period could be for reasons such as there being additional carriers and services yet to be put live as set out in the Agreement.

Timeframe for the provision of the Professional Services Package

Unless agreed otherwise in the Agreement, the Professional Services package will commence on the Effective Date of the Agreement and will continue for a defined period of twelve months unless otherwise specified.

The Professional Services package is an estimate of the number of man days that a Customer will require as part of their integration to and implementation of the MetaPack Global Platform. The package is designed to be a fair reflection of the indicative man days required to be delivered by MetaPack to a Customer to enable the Customer to integrate to and subsequently use the MetaPack Global Platform. The Professional Services package may need to have additional days or bespoke services added to it should the Customer need to prolong implementation period for any reason or should the Customer require additional professional services over and above the services described in this Product Description. In that event, the additional professional services will be charged at the day rates identified in the Order.

MetaPack Delivery Intelligence Product Description

Description

Delivery Intelligence (DI) is a reporting and analysis tool that provides insight of end users' customer experience of delivery.

Scope

This product will enable auditing of shipper data, profiling of traffic and predefined delivery performance measures agreed with the user



Deliverables

Access to Delivery Intelligence:

- Security to authenticate users to log into the product and only view packages despatched by the same organisation
- Ability to define users with roles that can have access to different report content and origin warehouse visibility within an organisation
- Access to dataset appropriate to current reports

Pre-defined report templates populated with the shipper's data. We reserve the right without notice to add, remove or change any of the deliverables of the reporting content

Assumptions

- Users accessing DI are assumed to be using a full browser from a desktop or laptop and not a mobile device as the product has not been optimised for mobile browser screens.
- The customer consents to being in a multi-tenancy environment
- MetaPack will continue to invest in the development of DI and may at our discretion, choose to provide additional report content or changes in line with our own SaaS release methodology.

Dependencies

- DI relies on despatch & shipment data which is sourced from MetaPack Manager (MM) or MetaPack Delivery Manager (DM) and therefore require the customer to be one of the above shipping platforms to have those shipments reflected in DI reports. The customer will not be able to use DI if the shipment data does not originate from MetaPack shipping platforms.
- DI relies on tracking data provided to MetaPack from third parties and be successfully processed by MetaPack Track and Trace products. MetaPack can make no guarantees regarding the accuracy, timeliness, or completeness of this data provided by third party systems; and does not hold direct contracts with the carriers to ensure timely provision of data.
 - Where a package is shipped on a tracked service and the carrier is unavailable to provide data, then MetaPack will report that the package missing scans in compliance reports and reflect this in the SLA reporting as either not within the carrier network or still in transit accordingly.
 - Carriers need to update MetaPack to inform of new tracking event statuses before transmission to MetaPack to ensure the events are processed correctly and mapped to the correct milestone to prevent a scenario where delivered packages are incorrectly reported as failing SLA due to missing mapping.
- The following hardware dependencies are also applicable:
 - The availability of an internet connection
 - An internet connected personal desktop or equivalent.

MetaPack Returns Product Description

Background

The MetaPack Returns Portal enables organisations to process and manage return requests from their customers and integrates with carriers and carrier services that support returns to provide relevant documentations and data such as labels and tracking data.

Scope

MetaPack Returns Portal provides the ability for retailers to offer their customers a responsive web front-end interface where they are able to register the original order for which they want to return one or several items. Users of the Returns Portal can return their items via a compelling User Interface on an internet browser using the MetaPack Returns service. MetaPack Returns will identify the user's order and will retrieve the original order items from the MetaPack's database. It will make the relevant items available for return selection, and will allow the user to select a return method from a range of carriers and carrier services that the retailer has selected. The system will make that data available to the retailer, and the retailer will have the option to accept or decline the requested returns. The Returns Portal will finally provide physical and electronic documentation for the parcels to be returned.

MetaPack Returns supports most modern browsers. The Returns Portal incorporates a high level of security to help ensure that transmitted data is only available to authorised users. Access to the retailer's application of the Returns Portal is via username and password, the generation and maintenance of which are within the retailer's control.

Deliverables

MetaPack will provide the following as part of the deliverables for the Returns Portal:

1. A consumer facing web front-end interface which is accessible to the public:
 - The user will be able to log in into the portal via a combination of order number and another unique identifier, as available from the outbound order, typically the postcode of the original order.
 - Once the order has been retrieved the user will be able to select the necessary items which they want to register for return, as well as specifying a return reason, if this was made available by the retailer.
 - The user is then able to select a carrier or method for the specific return he has registered. At this point, the Returns Portal will provide the user with a confirmation that the return has been processed as well as the supporting electronic documentation that will require to be printed.
2. A retailer facing application which, is only accessible to the retailer and its employees via secure login credentials set at an individual level. The retailer will be able:
 - To monitor the returns that are being submitted by its customers through the landing page
 - To set and monitor the reasons for which those returns are being submitted
 - To Accept or decline the returns that are being submitted. A level of automation around the value of the items being returned is available to the retailer, and can be configured in the application
 - To access to the configuration of the returns portal which includes:
 - Setting returns policies of global and country level
 - Messaging and e-mail template



- To download the data available from the portal in a raw .csv format
- To create new users, as well as maintaining and managing access

The following is not included as part of the deliverables of the Returns Portal:

- HTML e-mail: the portal only currently supports plain e-mail format.
- The ability to allocate a parcel using various business logic or allocation rules.
- The ability to send SMS to users.
- The ability to support several brands under a single retailer's interface. Each interface can support one brand.
- The ability to support multiple locals (language, currency, etc) under a single retailer's interface. Each interface can support one language.
- Access to in-built reporting about the data gathered by the portal.

Assumptions

The Returns Portal relies on the availability of the original outbound order data as to enable the searching and querying of those orders, and will therefore require the Customer to be either currently shipping their outbound orders through MetaPack, or to be in the process of doing so. The Customer will not be in the position to be using the services from the Returns Portal if MetaPack does not hold the outbound data.

Dependencies

The deliverables listed above are dependent on the carriers and specific carrier return services requested by the Customer. The Customer will be advised what the available services are at the time of engagement with MetaPack, but should be aware that any new carriers and/or services requested will impact the standard implementation process.

The following hardware dependencies are also applicable:

- The availability of an internet connection
- A printer.
- An internet connected personal desktop or mobile device or other similar system.

SCHEDULE 4 – STATEMENT OF WORK

The Agreement shall govern the Services provided pursuant to this SOW and any changes to this SOW, unless expressly modified by this SOW or the Order. This SOW is a complete description of the scope and services to be provided to the Customer pursuant to the Agreement. MetaPack will perform only work that is documented in this SOW and the Order. Any other Services shall be described in a separate SOW. Unless otherwise indicated capitalised terms in this SOW shall have the meaning given to them in the Agreement.

1. COMMENCEMENT AND DURATION

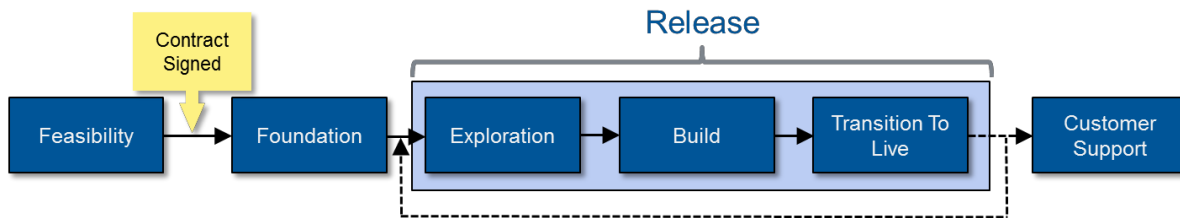
- 1.1 This SOW has effect from the later of the Effective Date of the Agreement or any other date agreed by the Parties.
- 1.2 This SOW applies to all of the services described in this SOW, notwithstanding whether they were delivered prior to this SOW being agreed.

2. PROJECT FOUNDATION PHASE

- 2.1 The project will begin with a meeting (Foundation Phase Kick Off Meeting) following execution of the Agreement and this SOW by the Parties (subject to availability of MetaPack resources). Within 5 working days of the Effective Date (or the date of the execution, whichever is the latter), MetaPack will take reasonable steps to agree a date for the Foundation Phase Kick Off Meeting.
- 2.2 The agenda for the Feasibility Phase Kick Off Meeting shall be adapted to suit the project, and may include such items as:
 - (a) a walkthrough of the Agreement, the SOW, any solution design document and the process flows;
 - (b) review of the MetaPack Delivery Framework (being the standard and repeatable project delivery framework used by MetaPack as set out at clause 3 below) and the key project controls;
 - (c) confirming outstanding project questions that may include carriers and carrier services data, with a request of details for set up and the carrier sign off process;
 - (d) agreeing and documenting the project acceptance criteria and critical success factors;
 - (e) reviewing of the initial project Actions/Decisions Log and Risk/Issue Registers, Assumptions and Dependencies (RAID);
 - (f) an overview of in-scope MetaPack products that will be delivered, and any obligations related to the implementation of the MetaPack Global Platform; and
 - (g) discussing and agreeing the high level project timeline.

3. PROJECT PLANNING APPROACH

- 3.1 The project shall be delivered using the MetaPack Delivery Framework outlined in this clause 3. This shall be communicated in detail during the Foundation Phase Kick Off Meeting.



- 3.2 Within 5 working days of the Foundation Phase Kick Off Meeting, the MetaPack Project Manager will endeavour to deliver:
 - (a) an indicative project timeline (total elapsed); and
 - (b) initial project planning risks, assumptions and dependencies
- 3.3 The indicative project timeline is dependent on the Customer responding in a prompt manner to all reasonable requests made by MetaPack for information it requires to prepare the project timeline, and the Customer reviewing and signing off the plan within 5 working days of receipt.
- 3.4 The MetaPack project timeline will follow the MetaPack Delivery Framework and will normally include the standard project milestones described below. The MetaPack project manager in agreement with the Customer may decide to include additional milestones, and/or remove MetaPack standard milestones dependent on the agreed project approach and requirements.
- 3.5 The target dates for all agreed project milestones shall be documented in the detailed project timeline and may include the following.

Major Milestones	
No.	Name
1	All Customer Representatives Allocated and Available
2	Project Initiation Document (PID) Accepted, including Confirmation of Scope (by release, if multi-release), Project Organisation, Overall High-Level Project Plan, etc.
3	Detailed Business Requirements Accepted (Current Release)
4	Carrier Services Scope Accepted (Current Release)
5	Solution Design Accepted

Major Milestones	
No.	Name
6	Carrier Sign-off for New/Modified Labels/Manifest (per Carrier)
7	Customer Development and Deployment Complete
8	Service Ready for Customer Testing
9	User Acceptance Testing (UAT) Executed and Accepted
10	Scope for Next Release Accepted (if multi-release project)
11	Go/No Go Control Point (Customer E2E Testing Complete)
12	Go-Live
13	Project Closure

4. PROJECT DELIVERABLES AND ACCEPTANCE TABLE

- 4.1 MetaPack shall work with the Customer in good faith to ensure the deliverables set out in the table below and Appendix A shall be provided to the Customer in the timeframes agreed in a project plan (**Project Plan**).
- 4.2 The table below provides a description of the project deliverables and recommended project artefacts.
- 4.3 For the avoidance of doubt, the deliverables described below are indicative. Project deliverables for this project shall be agreed, dependent on the requirements and approach for this project, and shall be included in the detailed Project Plan when it is developed.
- 4.4 MetaPack shall provide all reasonable collaboration, cooperation and assistance to Customer for the purposes of creating delivering, approving, finalising and accepting each of the deliverables.

MetaPack Delivery Framework Phase	Deliverable	Acceptance Description
Feasibility	MetaPack Statement of Work (SOW)	Customer approves SOW detailing agreed scope of requirements and deliverables. This approval shall also imply acceptance of estimates, assumptions, dependencies and risks documented in this SOW.
Foundation	MetaPack Project Initiation Document (PID)	Customer approves PID
Exploration	High Level Project Plan (Total Project Scope)	Customer accepts High Level Project Plan as consistent with project goals.
	High Level Project Plan document (Current Release)	Customer accepts High Level Project Plan for Current Release
	Business Requirements, including Assumptions, Dependencies and Risks	Customer approves documented requirements as complete and accurate description of Project objectives. This approval shall also imply acceptance of documented assumptions, dependencies and risks.
	Customers' Carrier Service Requirements	MetaPack confirm baseline for project scope as provided by Customer. Once confirmed, any change to the scope of Carrier Requirements shall be submitted as a Project Change Request.
	Carrier Specification - Documented configuration of all in-scope Carriers and Carrier Services.	MetaPack confirm receipt of all required Carrier information. Any change to in-scope carriers will necessitate this be reviewed.

MetaPack Delivery Framework Phase	Deliverable	Acceptance Description
Build	Initial Detailed Project Plan Approved	Customer confirms the Initial Detailed Project Plan as acceptance of the indicated delivery timeline for all MetaPack deliverables and as consistent with Customer's own project deliverables and all dependencies, including third parties. The Detailed Project Plan will continue to be updated and reviewed throughout the project.
	Carrier Services Build (Updates to Carrier Configuration, Carrier Services, Label, Manifest, Tracking as required)	Carrier approves test pack as provided by MetaPack (Label, Manifest) as acceptable for live operation.
Transition To Live	Allocation Rules implemented in non-production environment.	Customer validates (through testing) that the configured Allocation Rules meet the agreed requirements. Any change to Allocation Rules requirements identified at this stage shall be treated as a Project Change Request.
	Production Readiness	Customer confirmation that the delivered service as tested meets all agreed Business and Operational Requirements and is approved to be enabled in the Production Environment.
	Approved Carrier Services and Allocation Rules are implemented in the production environment.	Customer validates (through testing) that the delivered Carriers and Carrier Allocation rules meet the agreed requirements. Any change to Allocation Rules requirements identified at this stage shall be treated as a Project Change Request.
	Empty Box Test. Carrier test with live parcels. Customer despatches parcel (per carrier) to confirm configuration of MetaPack and carriers' systems are aligned and production ready.	Empty Box is successfully delivered through Carrier Network. Parcel Tracking is verified as accurate reflection of Empty Box transit.
	Go Live	Customer provides written/email confirmation that the delivered service as tested in production meets all agreed Business and Operational Requirements and is approved for Go Live..
	Support Handover	Customer confirms that all agreed Project Requirements have been delivered and that no significant project issues remain outstanding.

5. RESPONSIBILITIES AND ASSUMPTIONS

Customer Responsibilities During the Project

5.1 The Customer's responsibilities with respect to the implementation of the MetaPack Global Platform as set out in this SOW are set out in this sub-clause. The Customer shall:

- (a) be responsible for leading engagement with all third parties, in particular carriers and providers of the Customer's applications that will interface to the MetaPack Global Platform, providing all necessary information and instructions to those third parties (including any information and/or instruction to facilitate the implementation of the MetaPack Global Platform set out in this SOW) and ensuring that critical third party products and milestones are delivered as required by the Project Plan;
- (b) provide MetaPack with all carrier related information required including but not limited to contact details, pricing information, contract details such as account numbers, number ranges and FTP configuration on a timely basis;
- (c) cooperate with MetaPack in all matters relating to the project and provide prompt feedback on all requests made by MetaPack;
- (d) provide in a timely manner such access to the Customer's premises and data, and such office accommodation and other facilities, as is reasonably requested by MetaPack for the performance of the implementation activities set out in this SOW;
- (e) provide in a timely manner such Customer materials as MetaPack may reasonably request in connection with the provision of the implementation activities set out in this SOW, and ensure that such Customer materials are accurate in all material respects;
- (f) appoint a project team to include a named Customer project manager (the **Customer Project Executive**), a sponsor (the **Customer Project Sponsor**) and subject matter expert(s) (the **Customer Senior Users**) with knowledge of and access to the Customer's internal communication and application system. The Customer Project Executive will serve as a single point of contact to work closely with the MetaPack project manager. The Customer shall use reasonable endeavours to ensure that the Customer Project Executive or Customer Senior User representative(s) responsible for the implementation activities set out in this SOW are performed by the same representative on a continuous basis, and not replace any representatives except where reasonably necessary and adequate notice is provided to MetaPack such that the performance of MetaPack's obligations under this SOW and the Agreement are uninterrupted.
- (g) review the status of the detailed Project Plan with the MetaPack Project Manager periodically as agreed between the Parties. Any change(s) to the detailed Project Plan requested by the Customer will be in writing according to an agreed change management process;

- (h) manage the Customer's own internal change request process;
- (i) adopt the MetaPack Project Change Management process for changes to the agreed scope of the project scope and delivery plan. The Project Change Management process is outlined in Appendix B of this document;
- (j) ensure MetaPack's travel and accommodation and any translation costs shall be funded by Customer on a timely basis;
- (k) provide a project escalation contact list (to be documented in the Project Initiation Document);
- (l) ensure all information required by MetaPack to perform its obligations under this SOW, including, but not limited to, the Customer deliverables outlined in the Deliverable and Acceptance Table set out at clause 4, are made available in a timely manner to enable the execution of the project against the plan;
- (m) design and execute effective end to end testing described in the Deliverable and Acceptance Table;
- (n) design and execute effective systems integration testing;
- (o) design and execute effective UAT;
- (p) ensure timely approval/feedback to MetaPack on documents, including, but not limited to, any solution design document, the detailed Project Plan, business requirements documents and any Change Requests submitted to the Customer for review;
- (q) provide written approval of all project documentation where requested by MetaPack (within 5 working days of receipt of the document unless agreed otherwise);
- (r) use the MetaPack Project Change Management process set out at Appendix B to this SOW to assess the impact of any required changes to approved project documentation;
- (s) acquire and install at its own expense any telecommunications equipment, software, security and hardware certificates at the Customer's site required to connect to and utilise MetaPack Services;
- (t) be responsible for achieving carrier sign off (for example, of labels and manifests) to launch live service;
- (u) provide a trainer to prepare for and deliver the training sessions for high volume training to the Customer's own staff. See 'Training' section of this document for further details;
- (v) be responsible for its own and third party systems integration requirements to MetaPack Services that will be utilised in the execution of this SOW;
- (w) develop and execute a plan to formally close down the project relating to the deliverables outlined in this SOW; and
- (x) signing off the implementation prior to Go Live.

MetaPack's Responsibilities During the Project

5.2 MetaPack agrees that its responsibilities with respect to the implementation of the MetaPack Global Platform as set out in this SOW include:

- (a) cooperating with Customer in all matters relating to the project and providing reasonably prompt feedback on all reasonable requests made by Customer;
- (b) providing in a timely manner such MetaPack materials as the Customer may reasonably request in connection with any of the activities under this SOW;
- (c) Appointing a project team having equivalent positions to the members of the Customer project team as required. The MetaPack project manager will serve as a single point of contact to work closely with the Customer Project Executive. MetaPack shall use reasonable endeavours to ensure that the members of the MetaPack project team are performed by the same representative on a continuous basis, and not replace any representatives except where necessary and adequate notice is provided to the Customer such that the performance of each Party's obligations under this SOW and the Agreement are uninterrupted.
- (d) Reviewing the status of the detailed Project Plan with the Customer Project Executive periodically in order to ensure that the project is satisfactorily delivered.
- (e) Adopt the MetaPack Project Change Management process for changes to the baselined project scope and delivery plan. The Project Change Management process is outlined in Appendix A of this Schedule 4.
- (f) Providing a project escalation contact list (to be documented in the Project Initiation Document)
- (g) Ensuring timely approval/feedback to the Customer on documents, including, but not limited to, any solution design document, the detailed project plan, business requirements documents and any Change Requests submitted to MetaPack for review.
- (h) Provide a written approval or feedback to all project documentation where requested by the Customer (within 5 Business Days of receipt of the document unless agreed otherwise).

Responsibilities After Go Live

5.3 The Customer's responsibilities include:

- (a) The maintenance of configuration data pertinent to the MetaPack Global Platform in use:
 - i. Currency exchange rates
 - ii. User access rights
 - iii. Delivery charges
 - iv. Warehouse Addresses
 - v. Business information relating to carrier service allocation:
 - Carrier cut-off times
 - Service groups
 - Allocation rules
 - Carrier costs
 - Warehouse working days
 - Locations Services data for own estate
- (b) Providing a single point of contact to MetaPack who will be the primary interface to the Customer's internal organisations. This person will be responsible for managing the internal Customer change request process which includes obtaining the Customer approval for Project Change Requests and submitting them to MetaPack adhering to the Project Change Management process.

MetaPack Assumptions

5.4 MetaPack assumptions include, but are not limited to, the following:

- (a) Appendix A defines the scope of the functionality that will be delivered under this SOW.
- (b) All carriers, carrier services and label formats are available on the MetaPack Global Platform as at the Effective Date and these may be used with no further development work (unless such development work is specified in Appendix A). MetaPack integrations to carrier services may not accommodate any customisation of a carrier service that may have previously been undertaken by the Customer or by a carrier.

- (c) The Go Live (as defined below) date may be adjusted by MetaPack after the Foundation Phase Kick Off Meeting based on the final scope and on completion of detailed project planning.
- (d) There will be no additional work required by MetaPack to integrate the MetaPack Global Platform with any third party system, platform or application except if specified in Appendix A.
- (e) The Customer interaction for Services will be during normal MetaPack business hours, 9.00am to 5.00pm GMT in the United Kingdom unless otherwise agreed in writing and 9.00am to 5.00pm GMT+1 in the case of Services resources in Europe unless otherwise agreed in writing.
- (f) All professional services and deliverables will be provided in the English language unless otherwise mutually agreed in writing by both Parties. Any translation costs will be borne by the Customer.
- (g) MetaPack shall provide to the Customer access to one (1) test environment (with testing available on a scheduled basis) and one (1) production environment.
- (h) The Customer will adhere to all the Customer obligations as described in this SOW.
- (i) Connectivity between the Customer and MetaPack will be through the Customer agreed connectivity method (API or File Import).
- (j) The Customer will be responsible for systems integration requirements to connect to the MetaPack Global Platform.
- (k) Any additional assumptions may be listed in the project PID and RAID artefacts.

Impact of responsibilities and assumptions

6. GO LIVE DATE

6.1 The aspirational Go Live date shall be 3 months after the initial Project Foundation Phase Kick Off meeting. The actual Go Live date will be agreed between the Parties and confirmed in the detailed project plan.

7. PROJECT CHANGE REQUESTS

7.1 The MetaPack Project Change Management process is documented in Appendix A of Schedule 4 of this Agreement and shall be used by either Party to manage changes to agreed scope, project assumptions, support or timescales throughout the project lifecycle.

7.2 Completion of change request Form

To request a change to the MetaPack Global Platform, Customer must complete the change request form set out at Appendix A to this Schedule 4, and either (i) deliver it via email to MetaPack at the nominated email address set out in Schedule 5; or (ii) login via the the MetaPack Customer portal and create a change request case. Any change request form must state the relevant purchase order number before MetaPack will commence work. MetaPack may at its sole discretion elect to accept, refuse or propose a variation to the change request.

7.3 Target turnaround Timeframes for change requests

Upon MetaPack receiving the Customer's completed, signed change request form, MetaPack will classify the change request. If the change request does not require development and relates to the onboarding of carrier services available on the MetaPack platform, the expected turnaround time is up to 4 weeks including testing and carrier sign-off. If the change request requires development, or relates to a large, project-scale implementation, MetaPack will advise the Customer on the expected turnaround timeframes on a case-by-case basis.

7.4 Change request Charges

All changes are subject to additional charges. After receipt of a completed, signed change request form, MetaPack will notify the Customer with an estimated time/cost (which will be offered and will require agreement from the Customer before any work commences). Minimum charge thresholds for change requests are as follows:

- For offsite support (charged per hour – minimum 1 hour)
- For onsite support (per hour – minimum 4 hours plus MetaPack's reasonable expenses)

7.5 Example change requests

The Parties agree that examples of change requests may include:

- Adding new carriers
- Adding new carrier services
- Changes to the existing or original (at point of go-live) setup for carriers and carrier services including service groups
- Configuration change resulting from upstream system

8. TRAINING

8.1 MetaPack may provide one (1) training session introducing the use of the MetaPack service. The training session will be held via Internet web conferencing and will last approximately two hours. A training session will accommodate a maximum of ten (10) participants unless special arrangements are made in advance. Whenever possible, the training will demonstrate the use of the MetaPack Service with the Customer's production data. The schedule for the training sessions will be mutually agreed by the Parties.

8.2 Additional training requirements can be discussed with the MetaPack training manager – training courses available, for an additional fee, include MetaPack Fundamentals, MetaPack Technical and tailored End-User training.



Appendix A

METAPACK CHANGE REQUEST FORM

To be completed by the Customer:

Reference No		Company	
Date Raised	d d / m m / y y y y	Requestor Name	

Brief Description of Change E.g. New Carrier			
Reason for Change			
Details of Change E.g. Specific Carrier Services to be used.			
Date Required By	d d / m m / y y y y	Further Documentation	

To be completed by MetaPack:

JIRA No		Est Work (in days)	
Delivery Date		Cost £ (Excl VAT)	

To be completed by Client:

Name		Date	
Position		P.O. Number	

This document should be read and completed in conjunction with Schedules 4 and 5 of the Agreement. Schedule 4 contains details of response and work completion timeframes.

MPSSD1210



SCHEDULE 5 – CUSTOMER SUPPORT

This Schedule 5 sets out the terms and conditions that apply to MetaPack’s support of the MetaPack Global Platform provided in accordance with this Agreement.

1. SEVERITY RATINGS AND SUPPORT SLA

1.1 Incidents raised will be given a severity rating by MetaPack and response times will be determined based on the severity rating assigned. The following response times shall apply:

	Fault Description	SLA
Severity 1	CRITICAL FAULT - Whole service is unusable / unavailable causing major business impact, whole site unable to operate, (potential to cause severe financial loss to the Customer)	Response - Immediate and in any event no later than 10 minutes Resolution target <4 hours
	Availability – 24x7	Incident update - every half hour
Severity 2	SEVERE FAULT - A major component failure affecting a minimum of 30% of operations, and with potential to impact a significant number of Customers (some financial impact on the Customer)	Response - under one hour Resolution target <8 hours
	Availability- 24x7	Incident update – every hour
Severity 3	ROUTINE FAULT - Incident causing inconvenience to a user, not immediately critical. (e.g.: single Customer unable to send or receive e-mails)	Response - under one day Resolution target <5 working days
	Availability - Business Hours only	Incident update – as required

1.2 Severity ratings and associated response times set out in 1.1 may be amended from time to time and shall be determined at MetaPack’s sole discretion. Response times shall be calculated from the moment MetaPack receives notification from the Customer of the service incident.

2. CONTACTING THE SUPPORT TEAM

2.1 MetaPack’s support team can be contacted as follows:

The United Kingdom support team

United Kingdom – contact information	
Email	dmsupport@metapack.com
Phone (office hours)	+44 20 7843 6722
Phone (Out of Hours)	+44 20 7843 6744

MetaPack Europe support team

Europe– contact information	
Email	support@metapack.eu
Phone (office hours)	+48 68 412 77 60
Phone (out of hours)	To be provided on demand

2.2 Changes to Support Team
Any change to MetaPack’s support contact details will be notified to the Customer in writing at the time of change.

2.3 MetaPack Support Hours
Normal office support hours are 9am to 5pm, Monday to Friday, in the relevant MetaPack support location. Out of hours support is any period outside normal office support hours. Public holidays in any MetaPack location shall constitute out of hours periods in that location.

2.4 Response Template to Customers
When a Customer makes contact with MetaPack Support, MetaPack shall provide the following details:

- Incident Number
- Severity Rating
- Availability
- Target Resolution Time



3. SUPPORT PACKAGES

3.1 MetaPack has a number of support packages available to its customers. The Customer's chosen support package and associated fees are identified and outlined in the Order.

3.2 The features of each support package are set out below. For the avoidance of doubt, the Customer shall only receive the benefit of those features associated with their contracted support package. An overview of the support packages is set out in Appendix A to this Schedule 5.

3.3 The support team should only be contacted using the following methods, based on the Severity Rating:

	Basic	Standard	Premium
Severity 1	Phone or Email	Phone or Email	Phone or Email
Severity 2	Email only	Phone or Email	Phone or Email
Severity 3	Email only	Email only	Phone or Email
MetaPack reserves the right to charge for phone calls made to Support			
	Monday to Friday 9am to 5pm. Out of hours support only for Severity 1 incidents.	24x7x365 days per year availability.	24x7x365 days per year availability.

3.4 Premium Support
Premium support features shall be delivered to the Customer in writing including any out of hours specific contact details. Premium support may include the following features:

- named support contact
- onsite consultation
- certification/training plan
- priority change request processing

Appendix A

4. OVERVIEW OF SUPPORT PACKAGES

The following table sets out an overview of the support packages that MetaPack may agree to provide to its customers. The features set out in the premium column are indicative only and must be agreed between the Parties.

Packages	Basic	Standard	Premium
Coverage	M-F, 9am-5pm	24/7	24/7
European Based Support Desk	⊗	✔	✔
Severity 1 Support	⊗	✔	✔
Severity 2 Support	Email only	✔	✔
Severity 3 Support	Email only	Email only	✔
Named Support Contact	⊗	⊗	✔
Onsite Consultation (one per quarter)	⊗	⊗	✔
Certification Training Plan	⊗	⊗	✔
Priority change request processing*	⊗	⊗	✔

*Priority change Request Processing upon successful completion of Certification Training Plan.